

### **REMARKS**

Reconsideration of this application is requested in light of the foregoing amendments and the following remarks. This response amends claims 1, 8, and 12. No claims are added or cancelled. Claims 1-20 remain pending in this application.

#### **CLAIM REJECTION UNDER 35 USC § 102**

In the Office Action, claims 1-2 and 7-20 are rejected under 35 USC 102(e) as being anticipated by Vij et al. (US Patent 6,452,910, hereafter Vij). Applicant has amended claims 1, 8, and 12, from which the remaining rejected claims depend, and respectfully traverses the rejection.

Vij discloses a wireless bridge, which provides an end-to-end wireless communication path between a Bluetooth-enabled device (e.g., a Personal Digital Assistant, Internet-enabled cellular phone or vehicle module) and an Internet-connected server (Figures 1 and 6; col. 3, lines 24-28). The wireless bridge includes a wireless LAN interface (wireless LAN I/F, Figure 6) and a Bluetooth interface (Bluetooth I/F, Figure 6). Transmission of data between the wireless bridge and the server is via the wireless LAN interface, and exchange of data between the wireless bridge and a Bluetooth-enabled device is via the Bluetooth interface (col. 6, lines 39-54). A permanent virtual circuit is established via TCP between the wireless bridge and the Internet-connected server to carry all vehicle communications (col. 6, lines 46-48). The wireless bridge reformats incoming data (RS-232 data stream) from the vehicle module and sends it to the server on a TCP/IP network. The server translates the TCP/IP stream to an RS-232 data stream (col. 7, lines 14-22).

Every bridge has a zone, which is defined as the area around it within which Vehicle Modules can set up connections (col. 8, lines 19-21). When a vehicle enters a zone, the bridge establishes a link with the vehicle's Vehicle Module, and advises the server that the link has been established (col. 8, lines 31-37). When a vehicle enters an overlapping zone, the bridge in

the new zone will not detect the vehicle, and only when the signal power degrades such that the old connection gets broken does the Vehicle Module set up a connection with the bridge in the new zone (col. 8, lines 38-43). When a vehicle leaves a zone, the bridge and the Vehicle Module detect signal strength loss and disconnect (col. 8, lines 60-63).

With respect to claim 1, the Office Action is equating the elements of Applicant's claims with features disclosed in Vij as follows:

Applicant's Claim Elements	Vij
Access point	Wireless bridge (Fig. 6)
Host computer	Wireless vehicle (e.g., vehicle module) or PDA
First connection	Wireless communication link between wireless vehicle or PDA and wireless bridge (col. 6, lines 39-44)
Communication failure between the host computer and the access point	A vehicle leaving a zone, the wireless bridge and the vehicle module detecting signal strength loss, and disconnecting (col. 8, lines 59-60)
A radio module of the access point receiving the management communications from a wireless terminal over a second connection	When the Bluetooth connection between a vehicle and the bridge has been terminated, the virtual backend connection between the vehicle and the server being alive within a timeout period (col. 8, line 65 through col. 9, line 2)

Second wireless communication protocol	The wireless bridge multiplexing serial traffic on to a TCP permanent virtual circuit to the server via a WLAN (col. 6, lines 64-66)
Management of the access point	The wireless bridge reformats incoming data (RS-232 data stream) from the vehicle module and sends it to the server on a TCP/IP network. The server translates the TCP/IP stream to an RS-232 data stream (col. 7, lines 14-22)

As indicated above, the Office Action has equated the vehicle module of Vij with the host computer of Applicant's claims, which Applicant believes to be fundamentally incorrect. This fundamentally incorrect characterization has resulted in further mischaracterizations between the features of Applicant's claims and that which is disclosed in Vij. However, in order to clarify the distinguishing features of Applicant's claims and to further distinguish Applicant's claims from that which is disclosed in Vij, Applicant has amended claims 1, 8, and 12.

Applicant's claim 1, as amended, includes the following features which have not been addressed in any previous Office Action, and which are not disclosed in Vij:

- Mobile units

(The vehicle modules of Vij are equated in the Office Action to the host computer of Applicant's claims, and therefore those vehicle modules cannot also be characterized as the mobile units of Applicant's claims)

- The access point for conducting wireless data communications with mobile units using a first wireless communications protocol  
(Since the Office Action has not equated the mobile units with any element of the system of Vij, the Office Action also has not equated the first wireless communications protocol with any communication protocol disclosed in Vij)
- receiving, by a network interface of the access point, the management communications from the host computer over a cable connection  
(The Office Action equates the access point with the wireless bridge of Vij, and equates the host computer with the vehicle module of Vij. The wireless bridge and the vehicle module communicate over a wireless link, and not over a cable connection)
- when a communication failure between the host computer and the access point occurs over the cable connection, a radio module of the access point receiving the management communications from a wireless terminal that is distinct from the host computer over a wireless connection using a second wireless communications protocol to allow management of the access point  
(The Office Action does not address Applicant's claimed feature of a wireless terminal that is distinct from the host computer, or the other features associated with communications between that wireless terminal and the access point)

- the second wireless communication protocol is different from the first wireless communication protocol  
(The Office Action does not equate any element of Vij with the first wireless communication protocol, and therefore cannot indicate a distinction between the first wireless communication protocol and any other element of Vij)

Applicant's claims 2 and 7-12, as amended, include similarly distinguishing features from that which is disclosed in Vij.

Vij does not disclose all of the limitations of Applicant's claims 1, 8, 12 or the claims that depend therefrom. Based on the amendments and the above remarks, Applicant believes that the rejection of claims 1-2 and 7-20 under 35 USC 102(e) has been overcome. Applicant respectfully requests reconsideration and withdrawal of the rejection, and the allowance of claims 1-2 and 7-20.

#### CLAIM REJECTION UNDER 35 USC § 103

In the Office Action, claims 3-6 are rejected under 35 USC 103(a) as being unpatentable over Vij in view of Shoobridge et al. (US Patent 6,326,926, hereinafter Shoobridge). Applicant has amended claim 1, from which claims 3-6 depend, and respectfully traverses the rejection.

Vij has been previously discussed. Shoobridge discloses a system having a first antenna arrangement tuned to communicate within a first radiation pattern and a second antenna arrangement tuned to communicate within a second radiation pattern (Abstract). Shoobridge also discloses a cellular communication system 50 employing the Bluetooth standard (Figure 2, col. 5, lines 64-67).

As discussed above in conjunction with the rejection of claims 1-2 and 7-20, Vij does not disclose the features of Applicant's claim 1, from which claims 3-6 depend. Further, Shoobridge does not make up for the deficiencies in Vij, and accordingly the combination of Vij and Shoobridge does not teach or suggest all of the limitations of Applicant's claims 3-6. Because

neither Vij, Shooobridge nor their combination teach of suggest all of the claim limitations, a rejection under 35 U.S.C. 103(a) cannot be substantiated.

Based on the amendments and the above remarks, Applicant believes that the rejection of claims 3-6 under 35 U.S.C. 103(a) has been overcome. Accordingly, Applicant respectfully requests that this rejection be reconsidered and withdrawn, and that claims 3-6 be allowed.

### **CONCLUSION**

In view of the foregoing, it is believed that all claims now pending are in condition for allowance. A Notice of Allowance is earnestly solicited at the earliest possible date. If the Examiner believes that a telephone conference would be useful in moving the application forward to allowance, the Examiner is encouraged to contact the undersigned at (480) 385-5060 or sschumm@ifllaw.com.

If necessary, the Commissioner is hereby authorized to charge payment or credit any overpayment to Deposit Account No. 50-2091 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17, particularly extension of time fees.

Respectfully submitted,  
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